

Immerscio Platform's General Terms and Conditions of Use

Last updated: July, 2022

The General Terms and Conditions of Use (“**GTCU**”) of the PLATEFORME DIGITALE D'ÉDUCATION BIOTECH (hereinafter the “**Immerscio Platform**”), apply to the website reserved for trainees and the website reserved for client and client administrators are intended to inform you about the operation and the legal framework of the terms and conditions governing the availability of the Immerscio Platform.

These GTCU are available on the website under the heading GTCU at the bottom of the home page.

The term “**User**” includes client, client administrators, and enrolled trainees.

The website is published by SAS PLATEFORME DIGITALE D'EDUCATION BIOTECH, registered in the Créteil Trade and Companies Register under the number 893.358.341 with its head office located at BP 35, 9 Quai Jules Guesde - 94400 VITRY SUR SEINE.

The Immerscio Platform uses the following hosting companies:

- For the Immerscio trainee website (<https://immerscio.comprehend.ibm.com/>): the company IBM France, whose head office is located at 5 Avenue du Général de Gaulle, 92160 ANTONY ;
- For the client administrator website (<https://immerscio.powerappsportals.com/>): the company Microsoft, whose head office is located at 37 Quai du Président Roosevelt, 92130 ISSY-LES-MOULINEAUX.

The Immerscio Platform makes biotechnology training courses available to university/school students, independent students and employees of companies pursuing continuing education or undergoing retraining.

Once they are put online, the terms of these GTCU are enforceable with respect to any use of the services made available by the Immerscio Platform. The present GTCU may be modified or updated in order to take into account legislative, regulatory or technical developments. The update will not under any circumstances, concern use made prior to their entry into force.

1- ACCESS TO THE IMMERSCIO PLATFORM AND SERVICES

The Immerscio Platform User acknowledges having the prerequisite skills, means and authorizations necessary to access and use the Immerscio Platform. Among other things, the Immerscio Platform User acknowledges that he/she meets the following conditions for operating the website or the training courses, by having:

- **A computer, smartphone or tablet** to use the website and to access his/her client/client administrator or trainee account.

For reading comfort, however, we recommend that the trainee views the training content on a computer. The technical prerequisites for optimal use of the Immerscio Platform and digital training content are as follows:

- Operating system: Windows 7 and up;
 - Recommended internet browsers (the two most recent versions): Chrome/Firefox/Microsoft Edge. Other browsers may work, but there is no guarantee of an optimal experience;
 - Recommended screen resolution: 1920 x 1080;
 - Recommended Ram memory for displaying 3D content: 8 GB;
 - Processor: minimum 2.5 to 2.9 GHz;
- **An Internet connection:** Optimal internet connection for loading training materials: 8 Mb/s or greater;

Among other things, to access the training content, the opening of a new window in your browser must not be prevented by pop-up blockers. These should be temporarily disabled.

- **An access to Immerscio virtual reality (VR) and augmented reality (AR) materials** (headsets, joysticks and/or glasses) for contents using virtual reality and augmented reality;

Virtual training (AR/VR) dedicated equipment, as well as personalized support, are exclusively provided by Immerscio in face to face at specific Immerscio locations designated by SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH (the list of locations and booking modalities can be consulted at the following address: [Booking Virtual Reality \(VR\) sessions \(immerscio.bio\)](https://immerscio.bio)). It is the responsibility of the trainee to organize and book his/her VR/AR session in one of the Immerscio locations.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH reserves the right to open new AR/VR Immerscio locations, as well as to change its list of Immerscio locations to meet the needs of proximity with trainees.

- **A client account, client administrator or an Immerscio trainee account. The trainee account is generated as soon as the related order is validated.**

It is the duty of the User to check the functionality of the equipment to be used to access the Immerscio Platform beforehand.

The Immerscio Platform User hereby certifies that he/she has been informed that certain training activities are carried out in person. After the trainee has reserved a defined time slot the adapted digital material will be available and made available at locations provided for this purpose for use on-site.

The material thus used must not be returned damaged, non-functioning or broken. The operating condition of the equipment will be checked before and after its use by the person in charge of verifying its condition.

In the event of deterioration or breakage of the equipment, SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH reserves the right to withhold a financial penalty from the trainee, which may not exceed the purchase price of the product.

The User also acknowledges having been informed that the Immerscio Platform shall be accessible twenty-four (24 h) a day, seven (7) days a week, except in the event of a case of *force majeure* or difficulties related to telecommunication networks, the Internet Service Provider (ISP), technical reasons and reasons outside the Immerscio Platform's control. In the event that any of the above cases occur, the Immerscio Platform does not guarantee access to its services.

For the purposes of maintenance of the website, access to the Immerscio Platform may be interrupted for a limited but necessary period of time. Users will be informed in advance of such interruption, to the extent possible.

2- CONDITIONS OF USE OF THE IMMERSCIO PLATFORM

The Immerscio Platform allows the creation of three (3) types of accounts, with distinct functionalities:

- A **client account** (company or school): creation of a client account with the contact details of the company or school in order to send invoices related to the selected training courses;
- A **client administrator account** (HR or training manager): creation of a client administrator account, trainee management, registration of trainees (choice of modules and training courses, of the funder and trainee), monitoring of registrations, reception and signature of the training agreement, and access to the training catalog;
- A **trainee account**: access to the trainee space (tracking of modules and assigned training courses, tracking of general progress, access to training certificates).

Users of the Immerscio Platform expressly agree to behave in an exemplary manner when interacting with the Immerscio Platform and, in particular, to:

- Not use any software, application or interface or the help of a third party likely to undermine the proper functioning of the Immerscio Platform;
- Not infringe the intellectual property rights of the Immerscio Platform (**see Section 6**);
- Not encourage, disseminate or express, in any form whatsoever, threats, comments or content of a violent, abusive, hateful, racist nature or any content said to be contrary to the purpose of the Immerscio Platform, morality, public order and legal provisions;
- Not use identifiers other than their personal identifiers and/or give their identifiers to a third party.

By browsing on the Immerscio Platform, the trainee expressly affirms that he/she is at least eighteen (18) years old and acknowledges that he/she has read these GTCU and undertakes to respect them.

The method of accepting of these GTCU will vary according to the type of User:

- **For the client account**: at the time of the creation of the account, with double acceptance;

- **For the client administrator:** when registering a trainee (step 4): validation of the trainee's registration, at the same time as the GTCS and privacy policy, by checking the box intended for this purpose;
- **For the trainee:** at the first connection to the account, with double acceptance.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH declines all responsibility in the event of misuse of the Immerscio Platform or use that does not comply with the conditions mentioned above.

Immerscio Platform provides a guarantee to the client, and by extension to the trainee(s), in the event that access to the client administrator website and to the curriculums and modules presents errors (resulting from its design or execution.) To assert their rights, the client and/or the trainee(s) shall have a period of twenty-four (24) hours from the time of becoming aware of such error to contact technical support by email at the following email address: support@immerscio.com or via the Help button on the Platform. The response time and correction of the error by technical support will depend on the severity of the error identified by the technical team, following the reporting of the error by the client and/or trainee(s). The time may vary from a few hours to a few days.

Users can also freely contact the Immerscio Platform via the e-mail support@immerscio.com, for any information relating to a malfunction, to report the presence of inappropriate content or malicious behavior.

3- INFORMATION ON THE TRAINING COURSES

The Immerscio Platform only offers digital training, in e-learning, serious games, virtual reality (VR) or augmented reality (AR) formats. The formats of each training activity are explained in the description of the associated training module.

When purchasing one or more training modules or courses through the client administrator, the trainee accesses the training content in French or in English. The content will be displayed in the language of the website selected on the Immerscio Platform, which can be modified at any time on the trainee's profile. However, the progress within an ongoing training activity will not be carried over from one language to another.

The trainee has a period of **two (2) months** to access the training courses for a registration to one or more training modules and a period of **four (4) months** for a registration to one or more complete training curriculum.

Those access period cannot be cumulated. The access period runs from the date of validation of the order by Immerscio (i.e. once Immerscio receives the training agreement signed by the client administrator or the training contract signed by the trainee), which also corresponds to the date when the trainee receives an email from noreply@immerscio.com informing of the creation of his/her Immerscio account and his/her access to the Plateforme Immerscio. After the termination of these access periods, the trainee will no longer be able to access or complete the training.

With regard to assessment, knowledge tests are included in the training courses:

- At the training module level:

Each training module is composed of training activities. The last activity of the module includes an evaluation test. This test must be passed in order to access the next module, with no limit on the number of attempts. Note that for most of the case they are dependencies between learning activities: in some cases, as specified in the module description page, the completion of one activity is a prerequisite for access to the next activity.

At the end of the training module, there are two possible outcomes:

- The trainee has completed the training within the allotted time and has validated the evaluation test at the end of the module, he/she will be given a certificate of completion corresponding to the validated module.
- The trainee has not validated the evaluation test at the end of the module and will be given a certificate of attendance for the module not validated.
 - At the training curriculum level:

Each training curriculum is composed of training modules. The last module of the curriculum is exclusively dedicated to the evaluation of the trainee's knowledge on the whole training curriculum. The trainee must pass this evaluation test within the limit of three (3) attempts (except if mentioned otherwise in the training curriculum description) to be able to validate the training curriculum and obtain his/her certificate of completion for the curriculum.

At the end of the training curriculum, there are two possible outcomes:

- The trainee has completed the entire training curriculum within the allotted time and has validated the training evaluation at the end of the curriculum course within the limit of three (3) attempts: trainee will be given a certificate of completion for the validated training curriculum;
- The trainee has completed the entire training curriculum within the allotted time but has failed the evaluation test within the limit of three (3) attempts: trainee will be given a certificate of attendance for the curriculum taken, but not validated.

4- QUALITY OF INFORMATION SUPPLIED ON THE IMMERSCIO PLATFORM

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH takes great care and makes every effort to publish quality training programs and information on the Immerscio Platform.

Information provided on Immerscio Platform is provided for training purposes.

Nevertheless, SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH cannot absolutely guarantee the accuracy and completeness of all such information/training programs.

As a result, SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH, bound by a best endeavors obligation, shall not be held liable for any damages, whether direct or indirect, arising from information which has been misused and/or which is found to be inaccurate or incomplete or for any damages resulting from an incursion by a third party.

5- HYPERLINKS

The creation of hyperlinks to the Immerscio Platform may only be done with the prior written consent of SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH.

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH shall not be liable for hyperlinks set up on the Immerscio Platform to external websites, particularly with regard to the content of such websites, cookies deposited during visits to these websites and also with regard to the technical risks of such hyperlinks which are communicated as a convenience to facilitate access to public information.

Consequently, your connection to pages outside the Immerscio Platform shall be at your own risk.

By agreeing to use a hyperlink to access an external website, you accept all risks and possible direct or indirect damages which may occur.

6- INTELLECTUAL PROPERTY

The content of the Immerscio Platform and the associated training curriculum are protected by French and international laws relating to intellectual property.

All of the elements of which it is comprised, including, but not limited to, trademarks, graphics, models, photographs, logos, images, texts, videos, sounds computer codes of the component parts of the services and other documents, are protected by intellectual property rights and are the exclusive property of SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH.

Furthermore, any distribution, copying, duplication, modification, transfer, representation or reproduction, in whole or in part, of the Immerscio Platform or of any of its components, in any manner and for any reason whatsoever, is expressly prohibited, as is their alteration under penalty of law. Failure to comply with this prohibition may constitute an infringement of copyright for which the author will be liable.

Users grant SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH a license to use the intellectual property rights relating to the content provided (remarks and comments, evaluation of courses or questions), which notably involves reusing this information in an anonymous manner.

7- PERSONAL DATA

SAS PLATEFORME DIGITALE D'ÉDUCATION BIOTECH, as the data controller, is particularly concerned with respecting the privacy and personal data of its visitors and users. The Immerscio Platform therefore complies with the data protection framework implemented by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as well as the French Data Protection Act n°78-17 of 6 January 1978.

The User has a permanent right of access for the purposes of rectification and erasure, objection, portability and a right to limit the processing of personal data as well as the right to refuse to be the subject of an automated decision, including profiling when it is based exclusively on an automated decision.

To exercise these rights, please write to the following address DPO@immerscio.com or for more information on your rights, please consult the CNIL website: cnil.fr.

The collected personal data is recorded in an automated file by SAS PLATEFORME DIGITAL D'ÉDUCATION BIOTECH to enable Users to use the Immerscio Platform. The legal bases for such processing are the consent of the User, the legal obligation, the performance of a contract, and the legitimate interest of the Immerscio Platform.

For more details on the treatment of personal data and cookies, including their protection and security, please refer to the Immerscio Platform's Privacy Policy. This policy can be found at the bottom of the Immerscio Platform's home page. It must be read and accepted the first time you connect to the Immerscio Platform.